

# EXHIBIT 21

## Christopher Markos

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**From:** Christopher Markos  
**Sent:** Tuesday, March 1, 2022 4:21 PM  
**To:** 'Connie E. Henderson'; Rich Raiders  
**Cc:** Frank J. Lavery, Jr.; Bedell, Lindsey A.; Carfley, Stephanie; Boynton, Alan; Mindy S. Kushner; Aimee Paukovits; Hull, Kandice; Chris Gerber; Davis, Jessica S; Elizabeth L. Kramer  
**Subject:** RE: Gerhart, et al. v. ETP, et al.

Chris,

Thank you for these.

In Nick Johnson's deposition, he admitted to working out of the TigerSwan offices in 2017. His invoices state he was working pursuant to a contract with TigerSwan. He denied under oath that he worked for TigerSwan in 2017. There is a picture of him with Robert Rice in North Dakota in 2017 which he refused to answer questions about, pursuant to what we can refer to for simplicity's sake as an NDA. So the question whether or not he had any NDA or similar agreement pertaining specifically to his Mariner East 2 work is impertinent. The NDA is clearly relevant regardless of whether or not it relates specifically to ME2, as we are entitled to know the extent to which he was working with TigerSwan on PA Progress, which TigerSwan was funding, and during which time TigerSwan was permitting him to work from their own corporate offices. Further, in light of his denial of working for TigerSwan in 2017, the NDA is further discoverable for purposes of impeachment, because he is not permitted to make blanket testimonial denials while shielding from scrutiny documentary evidence to the contrary, and his work on PA Progress occurred *at the same time* as the trip to North Dakota and when he was working in their offices. I've never seen an NDA that exempts itself from disclosure, but there is a confidentiality agreement in this case anyway that obviates any such concern.

Accordingly, please provide any document responsive to the first supplemental request. Otherwise, we will seek the Court's intervention.

Christopher Markos, Esq.  
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**To:** Christopher Markos <cmarkos@williamscedar.com>; Rich Raiders <rich@raiderslaw.com>  
**Cc:** Frank J. Lavery, Jr. <flavery@laverylaw.com>; Bedell, Lindsey A. <lbedell@attorneygeneral.gov>; Carfley, Stephanie <SCarfley@mcneeslaw.com>; Boynton, Alan <ABoynton@mcneeslaw.com>; Mindy S. Kushner <MKushner@laverylaw.com>; Aimee Paukovits <apaukovits@laverylaw.com>; Hull, Kandice <KHull@mcneeslaw.com>; Chris Gerber <cpgerber@sianalaw.com>; Davis, Jessica S <jessicdavi@pa.gov>; Elizabeth L. Kramer <ekramer@laverylaw.com>  
**Subject:** RE: Gerhart, et al. v. ETP, et al.

Chris and Rich,

Attached please find Defendant Johnson's Responses and Objections to Plaintiff's Supplemental RPDs.

Thanks

Connie E. Henderson, Esquire



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**From:** Boynton, Alan <[ABoynton@mcneeslaw.com](mailto:ABoynton@mcneeslaw.com)>

**Sent:** Tuesday, March 1, 2022 2:47 PM

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**Subject:** Gerhart, et al. v. ETP, et al.

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Chris and Rich,

Per your request, attached is the underlying agreement between TigerSwan and the ETP affiliate. Also attached is the redaction log for the documents identified by you.

Alan



**Alan R. Boynton, Jr.**

**McNees Wallace & Nurick LLC**

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